

# EXHIBIT 1

# Vinson&Elkins

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June 1, 2005

Via Facsimile No. 312.861.2200

Meredith Zinanni  
Kirkland & Ellis LLP  
200 E. Randolph St.  
Chicago, IL 60601

Re: *Guardian Industries Corp. v. Dell Inc., et al.*, Civil Action No. 05-27-SLR, in the  
United States District Court of the District of Delaware

Dear Ms. Zinanni,

As you may know, Dell is working to formulate a counter proposal to Guardian's proposed scheduling order and protective order. In preparation for this and any following "meet and confer," it would be helpful for you to provide Dell with a clearer understanding of the alleged infringing products. Guardian's complaint broadly alleges that Dell has engaged in infringing activities related to "LCDs and related products," yet this description leaves Dell with little understanding regarding which of its products containing LCDs are accused. Any insight you can provide regarding the particular products alleged to infringe the Guardian patents would be greatly appreciated.

Please do not hesitate to contact me should you have any questions regarding this or other related matters.

With best regards,



Avelyn Marie Ross

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# EXHIBIT 2

**LATHAM & WATKINS** LLP

May 31, 2005

**VIA FACSIMILE AND U.S. MAIL**

Bryan S. Hales, Esq.  
Kirkland & Ellis LLP  
200 East Randolph Drive  
Chicago, Illinois 60601

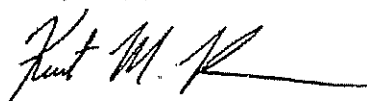
Re: Guardian Industries Corp. v. Dell, Inc. et al., C.A. No.: 05-27-SLR

Dear Bryan:

We are counsel for Gateway, Inc. in this case. As you know, Gateway does not manufacture any of the LCD products accused of infringement in this case. Rather, Gateway purchases LCD products, including from companies that already have licensed the patents-in-suit or are co-defendants in this case, which Gateway then resells. Accordingly, we reiterate our prior request, consistent with the practice of the Court, that Guardian Industries stay its claims against Gateway while it pursues its case against the LCD manufacturers -- who are the parties responsible for any liability. *See, e.g., Commissariat A L'Energie Atomique v. Dell Computer Corp.*, 2004 WL 1554382 (D. Del. May 13, 2004); *Honeywell Int'l Inc. v. Audiovox Comm. Corp.*, Civil Action Nos 04-1337-KAJ, -1338-KAJ, slip. op. (D. Del. May 18, 2005).

If Guardian Industries is unwilling to stay its claims against Gateway, we request that Guardian Industries identify the specific Gateway products accused of infringement in this case. Guardian Industries' vague allegation of infringement in the Complaint and First Amended Complaint -- "[o]n information and belief, Defendants each sell LCD product(s) that include a version of Fuji Wide View (WV) film" -- fails to identify the Gateway products accused of infringement. This is especially the case given that Gateway does not manufacture any of the allegedly infringing products.

Very truly yours,

  
Kurt M. Rogers

Cc: Richard L. Horwitz

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# EXHIBIT 3

1                               IN THE UNITED STATES DISTRICT COURT  
2                               IN AND FOR THE DISTRICT OF DELAWARE  
3                               - - -  
4               HONEYWELL INTERNATIONAL, INC.               :     CIVIL ACTIONS  
5               et al.   :     :  
6                               Plaintiffs,                       :     :  
7                               v.                                       :     :  
8               AUDIOVOX COMMUNICATIONS CORP.,               :     :  
9               et al.   :     :  
10                              Defendants                       :     NO. 04-1337 (KAJ)  
11               -----  
12               HONEYWELL INTERNATIONAL, INC.               :     :  
13               et al.   :     :  
14                              Plaintiffs,                       :     :  
15                              v.                                       :     :  
16               APPLE COMPUTER, INC., et al.,               :     :  
17                              Defendants                       :     NO. 04-1338 (KAJ)  
18               -----  
19               OPTREX AMERICA, INC.,                       :     :  
20                              Plaintiff,                       :     :  
21                              v.                                       :     :  
22               HONEYWELL INTERNATIONAL, INC.,               :     :  
23               et al.   :     :  
24                              Defendants                       :     NO. 04-1536 (KAJ)  
25                              - - -

21                              Wilmington, Delaware  
22                              Monday, May 16, 2005 at 9:30 a.m.  
23                              STATUS CONFERENCE  
24                              - - -

24       BEFORE:               HONORABLE KENT A. JORDAN, U.S.D.C.J.  
25                              - - -

1 APPEARANCES:

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Brian P. Gaffigan  
Registered Merit Reporter

33

1 I wasn't all together sure what was meant by that but  
2 putting the best spin on it, I would take it to mean that,  
3 well, you know, we saw the Court struggle there with "who  
4 ought to be first," suppliers or manufacturers and so we  
5 thought we would deal with it by not naming any of the  
6 manufacturers here. Maybe I got you wrong on that but that  
7 is sort of how I understood it.

8 But while I appreciate the effort, it doesn't  
9 solve the problem for me because what I think was  
10 predictable has happened, and that is the people who have a  
11 real stake in terms of keeping their customers happy are the  
12 manufacturers and suppliers, and they have been subject no  
13 doubt to a whole lot of communication from their customers,  
14 including demands for indemnification and third-party  
15 complaints and probably less formal demands and requests.

16 So I feel like I do have a circumstance that  
17 is very akin to the CEA case, whether they brought the  
18 suppliers in in the first instance or not. And that is why  
19 I'm going to structure this case in roughly the same way.  
20 Now, I say "roughly" because, you know, no two cases are  
21 exactly alike, particularly when you have two cases which  
22 are orchestrated on an operatic scale like these two are  
23 with dozens and dozens of defendants, literally.

24 So I'm sure there are things, Mr. Lueck, in your  
25 case that are not going to be like CEA's case, and so I

1 don't want you to be concerned that everything that happens  
2 there, you are going to be in the same mold, because there  
3 may be sound reasons to do things somewhat differently.

4 But I don't think there is a sound reason to  
5 depart from the traditional rule which is in many cases and  
6 has reached a point of being memorialized in the manual on  
7 complex litigation that says you ought to give the people  
8 who are making the accused device face the music, and let  
9 them face it in the first instance, particularly in a case  
10 like this where there is not something else going on where  
11 these people are infringing. They're taking something that  
12 you say infringes and they're putting it into the stuff they  
13 sell. And so settling whether those components infringe,  
14 if we got all the manufacturers in, would settle the thing  
15 entirely. If we don't get them all in, we will have  
16 substantially reduced the universe of litigation that has to  
17 go forward against the -- and I will use the term "end  
18 product manufacturers" for ease of reference, with all due  
19 respect to the folks from Nikon. It's just likely to make  
20 things more manageable in a way that is consistent with the  
21 fair administration of justice.

22 So I'm going to grant some type of stay to the  
23 end product manufacturers but the contours of that are  
24 something that I'm open to discuss within bounds of reason.  
25 In short, I think you made a persuasive case for needing to